

***NOTICE OF A WORK SESSION WITH STAFF,
AND A REGULAR MEETING OF
THE VINEYARD TOWN COUNCIL
October 14, 2015 at 6:00 pm***

Public Notice is hereby given that the Vineyard Town Council will hold a Work Session with Staff starting at 6:00 pm, and a Regular Meeting starting at 7:00 pm, on Wednesday, October 14, 2015, in the Vineyard Town Hall; 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AGENDA

6:00 PM WORK SESSION WITH STAFF

7:00 PM REGULAR SESSION

1. CALL TO ORDER/PRAYER

2. CONSENT ITEMS:

- a) Approval of the September 9, 2015 Minutes
- b) Approval of the September 23, 2015 Minutes

3. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL: Planning Commission Chair Wayne Holdaway

4. STAFF REPORT

- Public Works Director /Engineer– Don Overson
- Attorney – David Church
- Utah County Sheriff Department – Collin Gordon
- Planner – Aric Jensen
- Finance Director – Jacob McHargue
- Town Clerk/Recorder – Pamela Spencer

5. COUNCILMEMBERS' REPORTS

Julie Fullmer – Mayor Pro-tem October - December

- Youth Council
- Branding Committee
- Town Special Events
- Orem Community Hospital Board

Sean Fernandez – Mayor Pro-tem January – March

- Timpanogos Special Service District - Board Member
- ULCT Legislative Policy Committee

Nate Riley – Mayor Pro-tem April – June

- Economic Advisory Committee
- Utah Lake Technical Committee

Dale Goodman – Mayor Pro-tem July – September

- Public works – Park/Trails/Roads/Buildings
- Planning and Zoning

6. MAYOR’S REPORT

- North Pointe Solid Waste Special Service District - Board Member
- Mountainland Association of Governments
- Council of Governments
- Utah Lake Commission
- Economic Development Corporation Utah
- Meetings with Orem

7. OPEN SESSION: Citizens’ Comments (Please see note below)

(15 minutes)

8. BUSINESS ITEMS:

8.1 DISCUSSION AND ACTION – Rocky Mountain Power Franchise Agreement - Ordinance 2015-)

(15 minutes)

Kathy Hoffman will present a new Franchise Agreement between the Town of Vineyard and Rocky Mountain Power. The Mayor and Town Council will act to approve (or deny) this agreement by Ordinance.

8.2 DISCUSSION AND ACTION – Wireless Beehive LLC dba Beehive Broadband Franchise Agreement - Ordinance 2015-)

(15 minutes)

Town Attorney David Church will present a Franchise Agreement between the Town of Vineyard and Beehive Broadband. The Mayor and Town Council will act to approve (or deny) this agreement by Ordinance.

8.3 DISCUSSION AND ACTION – Beer License

(15 minutes)

Maverik, Inc. #517 is requesting the approval of Class A Beer License to sell beer in original containers for off-premise consumption. The Mayor and Town Council will take appropriate action.

8.4 DISCUSSION AND ACTION – Vineyard Gateway Subdivision 2

(15 minutes)

The applicant is requesting approval of a minor plat amendment to subdivide the current lot into a 5-lot subdivision to be located at 33 N. Geneva Road in Vineyard. The subject property is zoned RMU – Regional Mixed Use. The Mayor and Town Council will take appropriate action.

8.5 DISCUSSION AND ACTION Geneva Gateway Plat “D”

(15 minutes)

The Applicant is requesting approval of a minor amendment to their subdivision plat located at 747 E. Mill Road, Vineyard. The subject property is zoned RMU. The Mayor and Town Council will take appropriate action.

8.6 DISCUSSION AND ACTION Lincoln Square Subdivision

(15 minutes)

The Applicant is requesting approval of a minor plat amendment to create 1 lot at 400 N Mill Road, Vineyard. The subject property is zoned RMU. The Mayor and Town Council will take appropriate action.

8.7 DISCUSSION AND ACTION – Food Truck (Ordinance 2015-)

(15 minutes)

Town Attorney David Church will present an Ordinance to allow food trucks the right to obtain a Business License and conduct business in Vineyard. The Mayor and Town Council will take appropriate action.

8.8 DISCUSSION AND ACTION - Traffic Calming Process

(15 minutes)

Town Engineer Don Overson will present a proposal for a traffic calming process.
The Mayor and Town Council will take appropriate action.

8.9 DISCUSSION AND ACTION – Town Branding

(15minutes)

Councilmember Fullmer will present an update on new branding for the Town.
The Mayor and Town Council will take appropriate action.

8.10 DISCUSSION AND ACTION – Rail Road Spur Removal Agreement (Resolution 2015-)

(15minutes)

Attorney David Church will present an interlocal agreement between the Town of Vineyard and Union Pacific Railroad. The Mayor and Town Council will take appropriate action.

9. ITEMS REQUESTED FOR NEXT AGENDA

10. CLOSED SESSION

The Mayor and Town Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

11. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

Next regularly scheduled meeting is October 28, 2015

NOTE: “**Open Session**” is defined as time set aside for citizens to express their views. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action will **not** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

The Public is invited to participate in all Town Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Town Clerk at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for the Town of Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard Town Hall, the Vineyard Town website, the Utah Public Notice website, delivered electronically to Town staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: October 13, 2015 at 1:00 PM

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

P. SPENCER, TOWN CLERK/RECORDER

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of the **Town of Vineyard** (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for **twenty (20)** years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides water or sewerage service to City residences; provided, however, that

such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
201 South Main Street, Suite 2400
Salt Lake City, UT 84111

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the

manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and

associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
70 North 200 East
American Fork, Utah 84003

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired,

and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Customer Services Vice President, Rocky Mountain Power, 201 South Main, Suite 2400, Salt Lake City, Utah 84111, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the City Council of the City of _____, Utah this ____ day of _____, 2015.

MAYOR

ATTEST:

CITY RECORDER

TOWN OF VINEYARD
ORDINANCE NO. ____

An ordinance of the Town of Vineyard granting to **Wireless Beehive.com LLC dba Beehive Broadband**. (“Franchisee”) and its affiliates a non-exclusive franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across the public rights of way of the Town of Vineyard, prescribing certain rights, duties, terms, and conditions with respect thereto and establishing an effective date.

WHEREAS, Franchisee , has requested that the Town grant it the right to install, operate, and maintain a telecommunications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the Town Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions, NOW, THEREFORE,

The Town Council of the Town of Vineyard, Utah do ordain as follows:

Section 1. Definitions. For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. “Town” means the Town of Vineyard, Utah.

C. “Communication(s) Service” shall mean any telecommunications services, telecommunications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

D. “Communication System” or “Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the Town’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the Town’s public ways designed and constructed for the purpose of providing Communication Service.

E. “FCC” means the Federal Communications Commission, or any successor governmental entity hereto.

F. “Franchise” shall mean the initial authorization, or renewal thereof granted by the Town, through this ordinance or subsequently adopted ordinance, which authorizes construction and operation of the Franchisee’s Communication System and associated Facilities for the purpose of offering Communications Service.

G. “Franchisee” means **Wireless Beehive.com LLC dba Beehive Broadband** ., a _____ corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

H. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the Town in the Service Area which shall entitle the Town and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle the Town and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee’s Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. “Service Area” means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The Town hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the Town for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the Town presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, the Franchisee shall give the Town at least 48 hours' notice of the Franchisee's intent to commence work in the public ways. The Franchisee shall file plans or maps with the Town showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the Town to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. The first term of this franchise shall be for a period of **Thirty (30)** years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days notice of its intent to renegotiate the terms and conditions of this Franchise. At the end of that term, additional terms and extensions will be negotiated upon terms and conditions deemed reasonable to both the Town and the Franchisee.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the Town from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the Town. However, the Town shall not permit any such future Franchisee to physically interfere with the Franchisee's Communication Facilities. In the event that such physical interference or disruption occurs, the Town Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute. Further, this franchise shall in no way prevent or prohibit the Town from using any of its public ways or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the Town may deem fit, including the

dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise.

Section 7. Maps and Records. After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content prescribed by the Town Engineer. These plans and maps shall be provided at no cost to the Town and shall include hard copies and digital copies in a format specified by the Town Engineer.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Utah.

B. The Franchisee shall cooperate with the Town and all other persons with authority from the Town to occupy and use the public ways of the Town in coordinating construction activities and joint trenching projects. By March 1st of each calendar year, the Franchisee shall provide the Town with a schedule of its proposed construction activities in, around, or that may affect the public ways of the Town. The Franchisee shall also meet with the Town and other grantees, franchisees, permittees, and other users of the public ways of the Town annually or as determined by the Town to schedule and coordinate construction activities. The Town Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the Town.

C. If either the Town or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible.

D. If the Town should at any time after the installation of the facilities need the facilities moved for purposes of the Town constructing, installing, maintaining, repairing or upgrading any public infrastructure of the Town the Franchisee shall bear all cost of the removal and replacement of the facilities. Except in cases of emergencies the Town shall give the Franchisee 14 days notice of the Town's need to have the facilities moved.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways restore the surface of said public ways and any other Town-owned property that may be disturbed by the work to at least the same condition the public way or Town-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the Town in accordance with the applicable ordinances of the Town.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the Town of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the Town by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Town Hall is open for business.

Section 11. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or Town-owned property, the Town Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, Town-owned property, streets, utilities and public ways. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the Town or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Town may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the Town for the reasonable costs thereof.

Section 12. Non-Liability of Town for Acts of Franchisee. The City shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the Town and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the Town by reason of the exercise or arising out of the implementations of this franchise.

Section 13. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance written on an occurrence basis, including contractual liability coverage with limits inclusive of umbrella or excess liability coverage of not less than: (1) \$2,000,000 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the Town. Any insurance maintained by the Town, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 14. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the Town within ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the Town, the Franchisee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

Section 15. Modification. The Town and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be

approved by the Town by ordinance and accepted by the Franchisee consistent with this section herein.

Section 16. Forfeiture and Revocation.

A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the Town ordinances.

B. If the Town has reason to believe that the Franchisee is in violation of this franchise or other provisions of the Town ordinances, the following procedures shall be followed by the Town:

(1) The Town shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the Town or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If said response is not satisfactory to the Town, the Town may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the Town a request for a hearing before the Town Council. If no such request is received, the Town may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

Section 17. Town Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public and including adopting a municipal telecommunication license tax under Utah Code 10-1-401 et seq. The Town shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

Section 18. Franchise Fee. Franchisee acknowledges that the Town currently has the authority to and has imposed an Utah Municipal Telecommunication License Tax in the maximum amount of 3.5% of the Delivered Value of taxable energy, as set out in Title 10, Chapter 1, Part 4, of the Utah Code, Franchisee hereby agrees to pay a contractual franchise fee in the amount of 3.5% of the gross receipts for telecommunication services from a transaction for telecommunication services that is located in the Town as determined for purposes of sales and use taxes under Utah Code Title 59, Chapter 12, Sales and Use Act or its successor, beginning on or after the day on which Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act of Utah is (A) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-403 that Act is reduced; and (B) is not superseded by a law imposing a substantially equivalent tax.

Section 19. Survival. All of the provisions, conditions and requirements of this franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the Town at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 11 Dangerous Conditions; 12 Non-Liability of Town for Acts of Franchisee; 13 Insurance; 14 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 20. Severability. If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise.

Section 21. Assignment. This Agreement may not be assigned or transferred without prior written notice to the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the Town: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

Section 22. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Town:

_Vineyard Town_____
_240 East Gammon Road_____
_Vineyard Utah 84058
Atten: Mayor_____

Franchisee:

Wireless Beehive.com LLC dba Beehive Broadband
2000 E. Sunset Road
Lake Point, UT 84074

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 23. Entire Franchise. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the Town and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the Town nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

Section 24. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this franchise, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's fees.

Section 25. Governing Law/Venue. This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in the county in which the Town is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake Town.

Section 26. Acceptance. Within sixty (60) days after the passage and approval of this ordinance, this franchise shall be accepted by the Franchisee by its filing with the Town Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this franchise within said period of time shall be deemed a rejection thereof and the rights and privileges herein granted shall after the expiration of the sixty (60) day period, absolutely cease unless the time period is extended by ordinance duly passed for that purpose.

Section 27. Effective Date. This ordinance, shall take effect after the passage and posting of an approved summary thereof consisting of the title.

PASSED AND APPROVED this ____ day of _____, 20__.

TOWN OF VINEYARD

By _____
Mayor

ATTEST:

Town Clerk
(SEAL)



COMMUNITY DEVELOPMENT

DATE: October 14, 2015
FROM: Aric Jensen; Town Planner
TO: Town Council
ITEM: Minor Subdivision Plat Amendment; Approve Vineyard Gateway 2
ADDRESS: 33 North Geneva Road
APPLICANT: Steve Pruitt

BACKGROUND AND ANALYSIS:

The applicant is proposing a minor subdivision plat amendment that would effectively subdivide Lot 1 of the existing Vineyard Gateway 1 subdivision into 5 lots. The property was previously approved by the City for the development of a commercial center.

The purpose of the subdivision is to allow each existing and future building owner within the development to individually own and finance his/her building and surrounding property improvements. The Planning Commission reviewed the proposed subdivision on October 07, 2015, and recommended approval with the conditions and findings listed in the proposed motion below.

RECOMMENDED MOTION:

I move that we **APPROVE** the Vineyard Gateway 2 Subdivision with the following conditions and findings:

Conditions

1. If necessary, the applicant provides an updated Preliminary Title Report (PR) and makes any outstanding redline corrections, including a boundary adjustment to Lot 3 such that it has frontage onto the adjacent public street as required by Town Ordinance;
2. The applicant provides a construction phasing plan that conforms to City Ordinances and the approved site plan;
3. If applicable, the applicant obtains the necessary site and use approvals for any deviations from the existing, approved site plan;
4. The applicant records a cross-access, cross-parking, and common area maintenance agreement that binds all lot owners in perpetuity;
5. Any and all fees and bonds are paid.

Findings

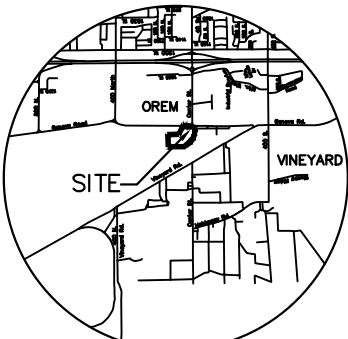
1. The applicant has previously received site plan approval for a commercial development on the property;
2. Construction phasing and lot subdividing are a legitimate function of development;
3. With the above conditions the proposal is compliant with Town Ordinances.

ATTACHMENTS:

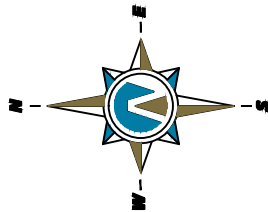
Proposed subdivision plat

VINEYARD GATEWAY 2 SUBDIVISION

A VACATION OF LOT 1
VINEYARD GATEWAY 1 SUBDIVISION
LOCATED IN THE SE 1/4 SECTION 17
T.6S., R.2E., S.L.B.&M.



VICINITY MAP



NORTHEAST CORNER SECTION 17
T.6S., R.2E., SLB&M

N00°03'06"W (SECTION LINE BASIS OF BEARING)

96.15'

N0°03'06"W

CENTER STREET

EAST QUARTER CORNER SECTION 17
T.6S., R.2E., SLB&M

GENEVA ROAD (STATE HWY 114)

C2

S12°02'54"W 44.23'

POINT OF BEGINNING

S12°10'18"W 15.07'

S0°24'47"E 56.71'

S4°07'01"W 133.79'

S55°06'27"W 53.40'

S0°40'41"E 1.40'

C3

N89°35'13"E 37.85'

14377 sq. ft.
0.33 ac.

2158 sq. ft.
0.05 ac.

S89°35'13"W 38.25'

S2°45'56"E 168.28'

35483 sq. ft.
0.81 ac.

C4

N0°00'23"W 56.71'

S0°40'41"E 1.40'

C1

C2

C3

C4

C5

C6

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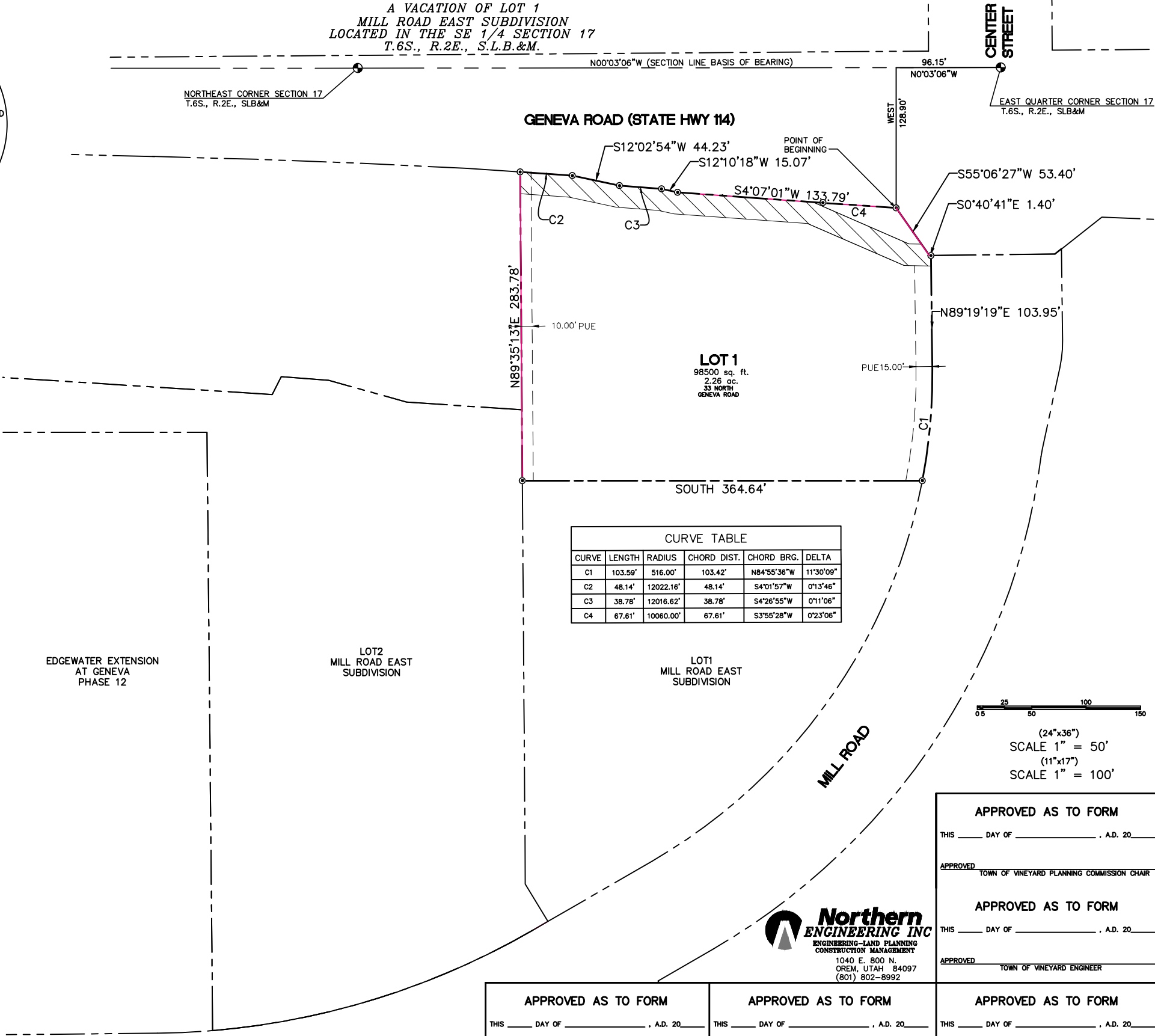
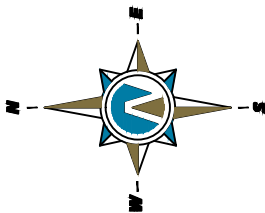
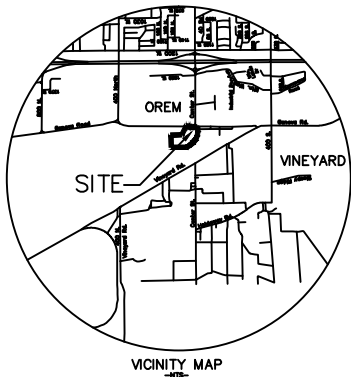
C305

C306

C307

VINEYARD GATEWAY 1 SUBDIVISION

A VACATION OF LOT 1
MILL ROAD EAST SUBDIVISION
LOCATED IN THE SE 1/4 SECTION 17
T.6S., R.2E., S.L.B.&M.



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	103.59'	516.00'	103.42'	N84°55'36"W	11°30'09"
C2	48.14'	12022.16'	48.14'	S4°01'57"W	0°13'46"
C3	38.78'	12016.62'	38.78'	S4°26'55"W	0°11'06"
C4	67.61'	10060.00'	67.61'	S3°55'28"W	0°23'06"

25 50 100 150
(24"x36")
SCALE 1" = 50'
(11"x17")
SCALE 1" = 100'

Northern
ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20____ APPROVED _____ TOWN OF VINEYARD ATTORNEY	APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20____ APPROVED _____ TOWN OF VINEYARD MAYOR	APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20____ APPROVED _____ TOWN OF VINEYARD FIRE MARSHAL
---	--	---

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND EASEMENTS, HEREINAFTER TO BE KNOWN AS VINEYARD GATEWAY 1 SUBDIVISION AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON, I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE _____ KENNETH E. BARNEY, PLS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE N00°03'06"W. A DISTANCE OF 95.15 FEET AND WEST A DISTANCE OF 128.90 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GENEVA ROAD, VINEYARD UTAH. TO THE REAL POINT OF BEGINNING:

THENCE S55°06'27"W A DISTANCE OF 53.40 FEET; THENCE S0°40'41"E A DISTANCE OF 1.40 FEET; THENCE S89°19'19"W A DISTANCE OF 103.95 FEET, TO A POINT OF CURVATURE OF A 516.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.59 FEET SAID CURVE HAVING A CENTRAL ANGLE OF 11°30'09" AND A CHORD THAT BEARS N.84°55'36"W. A DISTANCE OF 103.59 FEET; THENCE SOUTH A DISTANCE OF 364.64 FEET; THENCE N89°35'13"W A DISTANCE OF 283.76 FEET, TO A POINT OF CURVATURE OF A 12022.16-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.14 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 0°13'46" AND A CHORD THAT BEARS S.04°01'57"W. A DISTANCE OF 48.14 FEET; THENCE S.12°02'54"W. A DISTANCE OF 44.23 FEET TO A POINT OF CURVATURE OF A 12016.62-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.78 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 0°11'06" AND A CHORD THAT BEARS S.04°26'55"W. A DISTANCE OF 38.78 FEET; THENCE S.12°10'18"W. A DISTANCE OF 15.07 FEET; THENCE S.04°07'01"W. A DISTANCE OF 133.79 FEET TO A POINT OF CURVATURE OF A 10060.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE 67.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 0°23'06" AND A CHORD THAT BEARS S.03°55'28"W. A DISTANCE OF 67.61 FEET; TO THE POINT OF BEGINNING. CONTAINING 2.26 ACRES OF LAND

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF _____, A.D. 2013

BY: _____

ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF _____

ON THE ____ DAY OF _____, A.D. _____
PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

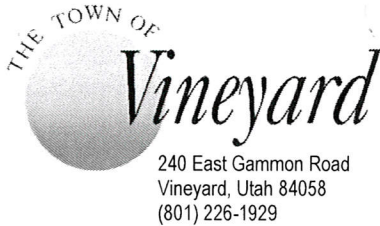
MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SEAL)

VINEYARD GATEWAY 1
SUBDIVISION

A VACATION OF LOT 1 MILL ROAD
EAST SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 17
T.6S., R.2E., S.L.B.&M.

TOWN OF VINEYARD _____ UTAH COUNTY, UTAH
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL
-----------------	--------------------	---------------------



RECEIVED
8/13/15

MINOR PLAT AMMENDMENT APPLICATION

Subdivision 2

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: Aug 13, 2015

APPLICANT(S): BRANT TUTTLE, NORTHERN ENGINEERING INC.

ADDRESS OF APPLICANT: 1040 EAST 800 NORTH, OREM, UTAH 84087

BUSINESS PHONE #: 801-802-8992 CELL PHONE #: 801-380-2114

EMAIL ADDRESS: btuttle@ne.utah.com FAX NUMBER: 801-802-8993

CURRENT ZONING DISTRICT DESIGNATION: RM U

NUMBER OF PROPOSED NEW LOTS: 5

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 33 NORTH GENEVA ROAD, VINEYARD

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 2.26 ACRES

NAME OF PROPERTY OWNER(S): VINEYARD GATEWAY I, LLC

CHECK APPLICABLE PERMIT ATTACHMENT:

<input type="checkbox"/>	CONDITIONAL USE PERMIT	<input type="checkbox"/>	FINAL PLAT
<input type="checkbox"/>	GENERAL MAP/PLAT AMENDMENT	<input type="checkbox"/>	LAND DISTURBANCE PERMIT
<input checked="" type="checkbox"/>	MINOR PLAT AMENDMENT	<input type="checkbox"/>	PERMITTED USE SITE PLAN
<input type="checkbox"/>	PRELIMINARY SUBDIVISION	<input type="checkbox"/>	ROAD CUT PERMIT
<input type="checkbox"/>	TEMPORARY USE PERMIT	<input type="checkbox"/>	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

_____/_____/

Applicant Signature

Date

_____/_____/

Co-Applicant Signature

Date



COMMUNITY DEVELOPMENT

DATE: October 14, 2015
FROM: Aric Jensen; Town Planner
TO: Town Council
ITEM: Minor Subdivision Plat Amendment; Geneva Gateway Plat D
ADDRESS: 747 East Mill Road
APPLICANT: Steve Pruitt

BACKGROUND AND ANALYSIS:

The applicant is proposing a minor subdivision plat amendment that would effectively subdivide the existing Geneva Gateway Subdivision Lot 6 into two lots. Lot 6 as currently platted is 1.51 acre, and the two new lots would be 0.62 and 0.89 acres in size. To date the applicant has not applied for site plan approval for either of these lots. The Planning Commission reviewed the proposed subdivision plat on October 07, 2015, and recommended approval with the conditions and findings listed in the proposed motion below.

RECOMMENDED MOTION:

I move that we **APPROVE** the Geneva Gateway Plat D subdivision with the following conditions and findings:

Conditions

1. If necessary, the applicant provides an updated Preliminary Title Report (PR) and makes any outstanding redline corrections;
2. The applicant receives site plan approval for any future development of the property;
3. Any and all fees and bonds are paid.

Findings

1. The proposed plat conforms to the Town Zoning and Subdivision Regulations;
2. The above conditions are necessary to make the proposal compliant with Town Ordinances.

ATTACHMENTS:

Proposed subdivision plat

GENEVA GATEWAY
PLAT "D"

LOCATED IN THE SE 1/4 OF SECTION 17
T.6S., R.2E., S.L.B.&M.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	242.15'	614.00'	240.59'	N68°25'42"W	22°35'48"
C2	365.23'	875.41'	362.59'	S70°08'52"E	23°54'16"
C3	222.84'	875.41'	222.24'	S74°48'28"E	14°35'08"
C4	142.39'	875.41'	142.23'	S62°51'20"E	9°19'10"
C5	104.95'	614.00'	104.82'	N62°04'36"W	9°47'37"
C6	137.13'	614.00'	136.84'	N73°22'17"W	12°47'45"

EAST QUARTER CORNER
SECTION 17
T6S, R2E, SLB&M

SOUTHEAST CORNER
SECTION 17
T6S, R2E, SLB&M

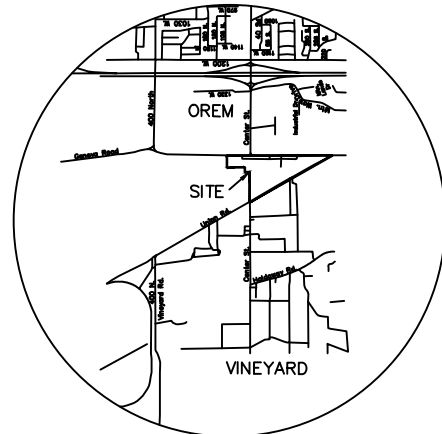
LOT 1
GENEVA GATEWAY
SUBDIVISION

LOT 2
GENEVA GATEWAY
SUBDIVISION

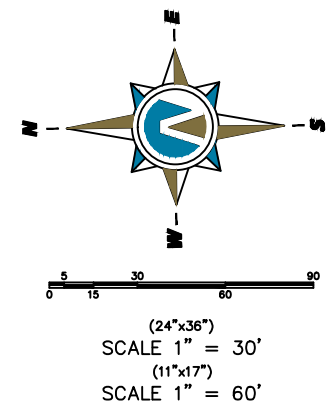
LOT 2
38819 sq. ft.
0.89 ac.

LOT 1
26896 sq. ft.
0.62 ac.

LOT 5
GENEVA GATEWAY
SUBDIVISION



VICINITY MAP
-NTS-



APPROVED AS TO FORM

THIS ____ DAY OF _____, A.D. 20____

APPROVED AS TO FORM

THIS ____ DAY OF _____, A.D. 20____

APPROVED
TOWN OF VINEYARD MAYOR

APPROVED AS TO FORM

THIS ____ DAY OF _____, A.D. 20____

APPROVED
TOWN OF VINEYARD PLANNING COMMISSION CHAIR

APPROVED AS TO FORM

THIS ____ DAY OF _____, A.D. 20____

APPROVED
TOWN OF VINEYARD ENGINEER

APPROVED AS TO FORM

THIS ____ DAY OF _____, A.D. 20____

APPROVED
TOWN OF VINEYARD FIRE MARSHALL

SURVEYOR'S CERTIFICATE

I, KENNETH E BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND EASEMENTS, HEREINAFTER TO BE KNOWN AS GENEVA GATEWAY SUBDIVISION AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON, I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE _____ KENNETH E. BARNEY, PLS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE S.00°03'29".E. ALONG THE SECTION LINE A DISTANCE OF 31.58 FEET; THENCE WEST A DISTANCE OF 388.32 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GENEVA ROAD (STATE ROAD 114) SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S0°21'40".E. A DISTANCE OF 218.44 FEET TO A POINT OF CURVATURE OF A 875.41-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°54'16" AND A CHORD THAT BEARS S.70°08'52".E. A DISTANCE OF 365.23 FEET; THENCE S.32°53'08".E. A DISTANCE OF 218.57 FEET TO A POINT OF CURVATURE OF A 614.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 242.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 22°35'48" AND A CHORD THAT BEARS N.68°25'42".E. A DISTANCE OF 242.15 FEET TO THE POINT OF BEGINNING. CONTAINING 1.51 ACRES OF LAND. BASIS OF BEARING: NAD 83 CENTRAL ZONE UTAH.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF _____, A.D. 20____

ACKNOWLEDGMENT

ON THIS ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID

MY COMMISSION NUMBER _____ SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ PRINT NAME OF NOTARY

GENEVA GATEWAY
PLAT "D"

LOCATED IN THE SE 1/4 OF SECTION 17
T.6S., R.2E., S.L.B.&M.

TOWN OF VINEYARD UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL		CLERK-RECORDER SEAL
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COMMUNITY DEVELOPMENT

DATE: October 14, 2015
FROM: Aric Jensen; Town Planner
TO: Town Council
ITEM: Minor Subdivision Plat Amendment; Approve Lincoln Square Apartments Subdivision
ADDRESS: Approximately 400 N Mill Road
APPLICANT: CCP Vineyard LLC

BACKGROUND AND ANALYSIS:

The applicant is proposing a minor subdivision plat amendment that would effectively subdivide the existing 17 acre lot into two approximately equally sized lots (8.45 acres and 8.55 acres). The purpose of the subdivision is to allow the construction of the previously approved Lincoln Square multi-family residential development in two phases. The Planning Commission reviewed the proposal on October 07, 2015, and recommends approval with the conditions and findings listed in the proposed motion below.

RECOMMENDED MOTION:

APPROVE the Lincoln Square Apartments Subdivision with the following conditions and findings:

Conditions

1. If necessary, the applicant provides an updated Preliminary Title Report (PR) and makes any outstanding redline corrections;
2. The applicant provides a construction phasing plan that conforms to City Ordinances and the approved site plan;
3. The applicant records a cross-access, cross-parking, and common area maintenance agreement consistent with the approved site plan that binds all lot owners within the boundaries of the approved subdivision in perpetuity;
4. Any and all fees and bonds are paid.

Findings

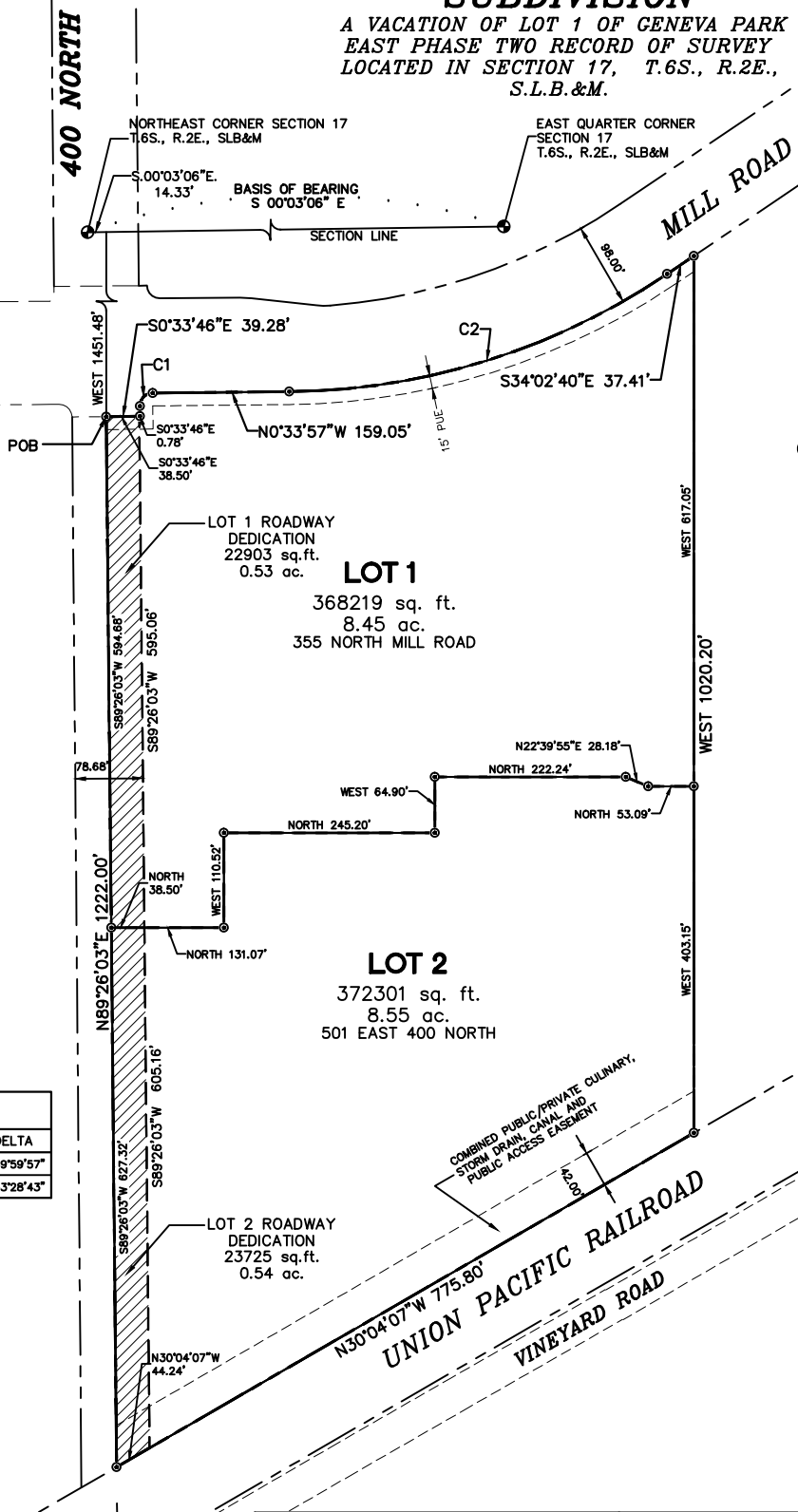
1. The Lincoln Square Apartments is an approved multi-family development;
2. Construction phasing is a legitimate function of development;
3. With the conditions above, the proposed plat conforms to the Town Zoning and Subdivision Regulations;

ATTACHMENTS:

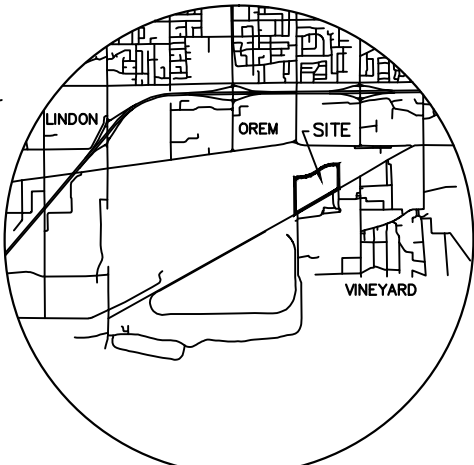
Proposed subdivision plat

**LINCOLN SQUARE APARTMENTS
SUBDIVISION**

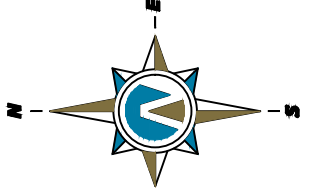
A VACATION OF LOT 1 OF GENEVA PARK
EAST PHASE TWO RECORD OF SURVEY
LOCATED IN SECTION 17, T.6S., R.2E.,
S.L.B.&M.



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.56'	15.00'	21.21'	S45°33'56"E	89°59'57"
C2	466.87'	799.00'	460.25'	S17°18'19"E	33°28'43"



VICINITY MAP



0 50 100 200 300

(24"x36")
SCALE 1" = 100'
(11"x17")
SCALE 1" = 200'

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- ADJOINERS PROPERTY LINE

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE, ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 172782. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE

KENNETH E. BARNEY, P.L.S.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 14.33 FEET; THENCE WEST A DISTANCE OF 1451.48 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.00°33'46"E. A DISTANCE OF 39.28 FEET; THENCE N.89°26'06"E. A DISTANCE OF 12.01 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 89°59'49" AND A CHORD THAT BEARS S.45°33'52"E. A DISTANCE OF 21.21 FEET; THENCE S.00°33'57"E. A DISTANCE OF 159.05 FEET TO A POINT OF CURVATURE OF A 799.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 466.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 33°28'43" AND A CHORD THAT BEARS S.17°18'19"E. A DISTANCE OF 460.25 FEET; THENCE S.34°02'40"E. A DISTANCE OF 37.41; THENCE WEST A DISTANCE OF 1020.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE N.30°04'07"W. A DISTANCE OF 775.80 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE N.89°26'03"E. A DISTANCE OF 1222.00 FEET TO THE POINT OF BEGINNING

CONTAINING 17.00 ACRES

BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20

BY: _____

BY: _____

ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF

ON THE _____ DAY OF _____, A.D. _____
PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
(SEE SEAL)

APPROVED AS TO FORM

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____
TOWN OF VINEYARD PLANNING COMMISSION CHAIR

APPROVED AS TO FORM

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____
TOWN OF VINEYARD ENGINEER

APPROVED AS TO FORM

THIS _____ DAY OF _____, A.D. 20____

TOWN OF VINEYARD ATTORNEY

APPROVED AS TO FORM

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____

TOWN OF VINEYARD MAYOR

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

**LINCOLN SQUARE
APARTMENTS SUBDIVISION**

A VACATION OF LOT 1 OF GENEVA PARK
EAST PHASE TWO RECORD OF SURVEY
LOCATED IN SECTION 17, T.6S., R.2E.,
S.L.B.&M.

TOWN OF VINEYARD _____ UTAH COUNTY, UTAH
SCALE: 1" = 200' FEET

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW PART OF THE VINEYARD TOWN CODE PROVIDING FOR AND REGULATING MOBILE FOOD VENDING BUSINESSES

WHEREAS, Vineyard Town has determined that it is desirable to regulate mobile food vending businesses commonly referred to as food trucks separately from other permanent or transitory businesses in the town; and

WHEREAS,

NOW THEREFORE BE IT ORDAINED by the mayor and Town council of the Vineyard Town, as follows:

A. Chapter 9-400 of the Vineyard Town Code shall be amended to include a new Part 9-460 licensing and regulating Mobile Food Businesses as follows:

PART 9-460. MOBILE FOOD BUSINESSES

9-461. Purpose and Intent.

The Vineyard Town Municipal Council expressly finds that mobile food businesses within public streets pose special challenges to the public health, safety and welfare of Vineyard Town residents. It is the purpose and intent of the Municipal Council, in enacting this Part , to provide responsible companies and individuals who engage in the operation of mobile food businesses with clear and concise regulations to prevent hazards to safety, traffic or health, as well as to preserve the peace, safety and welfare of the community.

9-462. Definitions.

"Mobile food business" means a business that serves food or beverages from a self-contained unit that is a motorized vehicle or a trailer. The term "mobile food business" shall not include vending carts or mobile ice cream vendors. Provisions found in this Part shall not apply to seasonal farm stands and other temporary merchants or uses that are specifically authorized by this Title or other Town ordinances.

9-463. Mobile Food Business General Requirements.

(1) No person shall operate a mobile food business, without first having obtained a business license from Vineyard Town in accordance with Chapter 9-100, Vineyard Town Code, or its successor.

(2) Mobile food businesses are allowed to operate in the public right-of-way only within the _____ zones in accordance with the provisions of this Part. Mobile food businesses shall be allowed to vend on

private property within all the aforementioned zones in Vineyard, with prior consent from the private property owner.

(3) Restrictions on mobile food businesses found in Subsection (2) of this Section and Section 9-469(4), Vineyard Town Code, shall not apply under any of the following circumstances:

(a) the mobile food business receives permission from the Mayor's Office to operate in the Food Truck Restriction Area (the grant of this permission only exempts the mobile food business from Subsection (3) of this Section, not from Section 9-469(4), Vineyard Town Code);

(b) the mobile food business is catering an event, meaning the mobile food business has been invited by the event sponsor to serve or sell food at an event that is not open to the public; or

(c) the mobile food business is invited to a special event that is permitted and held in compliance with Article 13-8, Vineyard Town Code.

(4) It shall be unlawful for any mobile food business to operate adjacent to a public park without the prior written consent of the Vineyard Town Mayor or his/her designee.

9-464. Application.

(1) An application for a business license to conduct a mobile food business shall be filed in writing with the Vineyard Town business license office as set forth in Section 9-113, Vineyard Town Code, prior to the commencement of operation.

(2) In addition to the information required by such section, the license application shall include:

(a) the name and location of the applicant's principal place of business, or residence if no permanent place of business exists;

(b) the number of vehicles to be used in the business, a description of each vehicle, its license plate number, vehicle identification number (VIN) and proof of insurance coverage, and safety inspection.

(c) If any of the foregoing information changes, the applicant or licensee, as the case may be, shall deliver current information to the Vineyard Town business license office within ten (10) business days following the change.

(3) If applicable, an applicant shall also provide a certified copy of the applicant's articles of incorporation, articles of organization, or similar document if the applicant is a corporation, limited liability company, or similar entity required to file such documents with the State of Utah or any other state for formation of the entity or before the state will treat the entity as separate from its owners.

(4) An application shall not be approved and no license shall be issued or renewed to an applicant if a criminal background check, administrative records search or application materials uncover information showing either the applicant or any driver has a record for any of the following:

(a) a conviction within the past ten (10) years of driving under the influence of drugs or alcohol; alcohol or drug related reckless driving, impaired driving, driving with any measurable amount of a controlled substance or metabolite of a controlled substance in the body, automobile homicide;

(b) any criminal conviction within the past ten (10) years for an offense involving violence, theft, possession or use of a deadly weapon, possession of controlled substances with the intent to distribute to another person or any conviction for a crime of moral turpitude; or

(c) misrepresentation of material facts in an application for a business license.

(5) A valid copy of all necessary licenses or permits required by the State or the Utah County Health Department, including, but not limited to, proof of business name and business owner's or registered agent's name as registered with the Department of Commerce and proof of a valid sales tax certificate from the State of Utah that includes Vineyard as the incorporated Town where business is to be conducted.

(6) Each applicant for a license or renewal under this Part shall submit, with the application, a certificate of insurance executed by an insurance company or association authorized to transact business in this State, showing that there is in full force and effect, for the full term of the license, general liability insurance in an amount not less than two hundred thousand dollars (\$200,000.00) for personal injury to each person, five hundred thousand dollars (\$500,000.00) for each occurrence, and five hundred thousand dollars (\$500,000.00) for each occurrence involving property damage; or a single limit policy of not less than five hundred thousand dollars (\$500,000.00) covering all claims per occurrence. Such policy or policies shall also include coverage of all motor vehicles used in connection with the applicant's business. A current certificate of insurance shall be kept on file with the Town Recorder at all times that the applicant is licensed by the Town verifying such continuing coverage and naming the Town as an additional insured. The certificate shall contain a statement that the Town will be given written notification at least thirty (30) days prior to cancellation or material change in the coverage. Cancellation shall constitute grounds for suspension or revocation of the license issued hereunder unless another insurance policy complying herewith is provided and is in effect at the time of cancellation/termination.

(7) A signed statement that the licensee shall hold the Town and its officers and employees harmless from any and all liability and shall indemnify the Town and its officers and employees from any claims for damage to property or injury to persons arising from any activity carried on under the terms of the license.

(8) Each applicant for a license or renewal under this Part shall submit, with the application, a valid fire inspection which includes the following requirements:

(a) All mobile food businesses shall have a currently tagged five (5) pound ABC fire extinguisher.

(b) Any mobile food business producing grease laden vapors shall have a Type I hood with an approved fire suppression system. The hood shall:

(i) Be UL listed.

(ii) Meet the applicable NFPA standards.

(iii) Be installed, and maintained in accordance with the manufacturers' recommendations.

(c) The hoods and ducts shall be cleaned according to the manufacturers' recommendations.

(d) Any mobile food business producing grease laden vapors shall have a currently tagged Type K fire extinguisher.

(e) All electrical outlets within six (6) feet of a water source shall be GFI outlets.

(f) No propane shall be stored inside of the cooking and passenger area of the vehicle.

(g) Any mobile food business operating in Vineyard Town shall have an annual fire inspection by the Vineyard Fire Marshal's Office.

9-465. Separate Applications.

Separate business license applications shall be required for each mobile food business. Separate business license fees shall be required for each mobile food business vehicle operating under one (1) business license.

9-466. License Fees.

(1) Fees shall be required as shown on the Consolidated Fee Schedule adopted by the Vineyard Town Municipal Council. The fee for a mobile food business shall be _____ per mobile food business vehicle until changed by resolution of the Town Council. No license shall be issued or continued in operation unless the holder thereof has also paid an annual business regulatory fee as set forth in Chapter 9-200, Vineyard Town Code, or its successor section for each mobile food business.

(2) Licenses shall be paid in advance for the term of the license as set forth in Section 9-114, Vineyard Town Code.

9-467. Business Activity to Be Temporary.

All business activity related to mobile food businesses shall be of a temporary nature, the duration of which shall not extend for more than twelve (12) hours within a twenty-four (24) hour period at any one (1) location nor for more than three (3) consecutive days within a seven (7) day period on either public or private property. All vehicles must be removed from the public right-of-way at the close of each business day.

9-468. Use of Public Right-of-Way.

Each mobile food business offering food within the public right-of-way shall abide by the following conditions and requirements. Failure to comply may result in the suspension or revocation of a business license, and is a Class C misdemeanor:

- (1) Mobile food businesses shall obey all parking and traffic regulations as stated in Chapter 11-300, Vineyard Town Code.
- (2) Parking on a parkway or park strip of a public street Town Code, or otherwise public landscaped area is not allowed.
- (3) Mobile food businesses utilizing parking space within the public right-of-way shall park only in parallel parking spaces. Mobile food businesses must be parked so that neither the vehicle nor the customers interfere with public access to adjacent parking stalls or to driveways or entrances of existing buildings or uses.
- (4) The operator shall locate the vending window facing the sidewalk or on private property unless the roadway has been closed to vehicular traffic for a public event.
- (5) No mobile food business shall occupy required parking stalls of the primary use.
- (6) The mobile food business shall ensure that its use of the right-of-way, including the sidewalk, in no way interferes with or limits sidewalk users' free and unobstructed passage.
- (7) No sales shall be made to any person standing in a roadway unless the roadway has been closed to vehicular traffic for a public event.
- (8) Mobile food businesses shall not operate on public streets where the speed limit exceeds thirty-five (35) miles per hour, unless the roadway has been closed to vehicular traffic for a public event, or locations that are otherwise deemed hazardous by the Vineyard Town Engineer.

9-469. Design and Operation Guidelines.

Mobile food businesses shall comply with the following design and operation requirements:

- (1) Mobile food businesses shall be designed and operated in a manner so as to meet all applicable Utah County Health Department requirements relating to the handling and distribution of food.
- (2) The mobile food business shall not have or operate as a drive-through.

(3) Mobile food businesses shall be kept in good operating condition and no peeling paint or rust shall be visible on business vehicles.

(4) No mobile food business shall operate within a one hundred (100) foot radius of any public entrance to a restaurant or Town-authorized special event selling food, unless the mobile food vendor obtains the written consent of the proprietor of such restaurant or shop. Such consent shall not exempt the applicant from compliance with the other location and distance restrictions of this Part.

(5) All grounds utilized by a mobile food business shall at all times be maintained in a clean and attractive condition. Trash and recycling containers shall be provided for use of the business patrons. If a mobile food business has operated on or adjacent to a public right-of-way, that vendor shall be responsible for cleaning up litter dropped or discarded onto the public right-of-way prior to leaving the location.

(6) Any canopy extensions must be integrated into the design of the mobile food business vehicle and must not project onto or over the public sidewalk or any other part of the public right-of-way in a way that impedes pedestrian passage or is lower than seven (7) feet measured from the lowest portion of the canopy to the sidewalk or ground surface. Walled enclosures, whether hard or soft, are not authorized. Chairs and tables are not allowed in the parkway or public right-of-way.

(7) Any auxiliary power required for the operation of the mobile food business shall be self contained. No use of power or water located on private property is allowed without written consent from the owner, or the owner's authorized designee.

(8) All garbage or other refuse generated from a mobile food business shall be disposed of properly. It is illegal to discharge or dispose of any substance, material, food, or waste into the storm drain system.

(9) Licensees/owners will ensure their business vehicles are at all times in compliance with all other applicable laws or ordinances regulating motor vehicles.

9-469.1. Signs.

No signs shall be used to advertise the conduct of the mobile business at the premises other than those which are physically attached to the vehicle, except that a two (2) foot by three (3) foot menu board may be placed nearby to display the menu.

9-469.2. Professional and Personal Services Prohibited.

Professional or personal services shall not be provided from a mobile food business.

9-469.3. Compliance Responsibility.

(1) The license holder shall not be relieved of any responsibility for compliance with the provisions of this Part, whether the holder pays salary, wages or any other form of compensation to drivers.

(2) All vendors are subject to Vineyard Town sales tax for goods sold within the boundaries of Vineyard Town. Vendors shall be required to keep accurate records of daily sales that occur within the Vineyard Town limits. Vineyard Town reserves the right to audit sales records. Failure to keep accurate records may result in revocation of the Vineyard Town business license.

9-469.4. Special Events.

The restrictions of this Part notwithstanding, nothing herein shall prohibit the Town from authorizing mobile food businesses, other than those licensed under this Part, to conduct concurrent vending operations within the public right-of-way, or such other areas as the Town may deem appropriate, during special events (special event vendors). The special event vendors shall still be governed by this Part, except as specifically provided otherwise by the special event permit or such other ordinance, policy, or executive order as may be applicable. However, as long as the public right-of-way remains open to the general public, such authorization of special event vendors shall not require removal of a permittee under this Part from operating within an otherwise lawfully occupied location or a mutually acceptable adjacent alternative location during such special event, unless otherwise provided under Town ordinances. If the Town is closing a public right-of-way to general access, either partially or fully, in order to accommodate a special event, a mobile food business may not access that right-of-way unless specifically authorized by the Town.

9-469.5. Grounds for Denial, Suspension or Revocation.

Failure to comply with the requirements of this Part shall be grounds for denial, suspension or revocation of a business license.

B. This ordinance shall take effect upon posting in accordance with state law.

C. After passage and posting the Town Clerk shall insert the operative provisions of this ordinance into the Town Code as appropriate and may renumber and reformat such provision, with appropriate references to this ordinance, to fit within the Town Code book.

PASSED this _____ day of _____, ____.

Mayor

ATTEST:

Town Recorder

DRAFT

Traffic Calming Procedure Summary

1. Residents identify traffic problem
2. Residents fill out preliminary assessment application (included in this manual on page .11) and meet initial conditions, including:
 - a. Identify traffic problem and clearly define neighborhood area affected by problem.
 - b. Name a two to three person citizen committee to act as official spokespersons with the city.
 - c. Ensure 75% of residents living in the “Affected Neighborhood” sign application in support.
 - d. File with Vineyard Public Works Director
3. Application is reviewed by city staff
 - a. Staff will evaluate whether defined affected area is broadly enough defined.
 - b. Staff will validate that adequate signatures have been obtained to support the application.
 - c. Staff will complete their review within 30 days.
 - d. Staff will place temporary signs in the study area, informing the public that the area is being studied for the purpose of traffic calming.
4. City engineer does initial research and classifies traffic issue as a minor or major assessment
 - a. City engineer performs an onsite inspection of the affected area.
 - b. City engineer may gather initial data to assist in the determination of whether the area warrants a major or minor assessment.
5. If minor assessment –
 - a. Initial response may be to increase traffic enforcement for a period of time prior to considering implementation of other methods.
 - b. City engineer will provide a written assessment of options for the city staff to consider.
 - c. Upon evaluation by the city staff and involvement of the city council if staff deems it appropriate or necessary, the written assessment is revised.
 - d. The final assessment is then reviewed with the citizen committee identified in the original application.
 - e. This process can take 6-12 months to implement.
 - f. The city engineer and staff must approve any traffic calming plan.
6. If major classification –
 - a. City engineer will determine the appropriate scope of a traffic study to conduct and implement the study. The nature of the study will be discussed with and disclosed to the citizen committee listed on the application.
 - b. Once data collection has ceased, law enforcement will implement increased patrols in the area in an attempt to deter the inappropriate driving behaviors.

- c. Upon completion of the study, the city engineer will present the preliminary information and recommendations to the city council for consideration and evaluation.
 - d. The city engineer will take feedback from the city council and prepare a final report for presentation to the citizens committee.
 - e. The city council and staff will work with the citizens committee to properly present the information to the affected neighborhood and hold meetings to discuss the options in an effort to obtain consensus for a solution.
 - f. Ultimately, any approved solution must also be approved by 75% of the affected neighborhood prior to implementation.
7. Project will be prioritized by staff and city council and the city will schedule the traffic calming project into the work plan and budget.
8. City implements Traffic Calming Solution.



Vineyard Traffic Calming Process

8/29/2014

Section 1 – Introduction

Numerous traffic studies show that people in Utah drive above the posted speed limit. Across the United States this trend appears to be on the rise. In some regards it may be directly attributed to our fast paced lifestyles and the need to be in two places at the same time. However, when this trend spreads to local residential streets, it compromises our sense of neighborhood by creating noise, pollution and unsafe roadway environments.

Vineyard can help neighborhoods devise creative and workable solutions to address concerns about localized traffic issues and ensure and preserve our safe and peaceful streets. Vineyard is responsible for maintaining public roadways and thoroughfares, which are all paid for using general tax dollars and belong to the taxpayers. The public not only owns, but has a right to utilize the common roadways in Vineyard. However, the Vineyard Council can implement traffic calming measures to assure that public use of the public roadways is done in a reasonable and safe manner.

The Definition of Traffic Calming

Traffic calming is more than just slowing down vehicles. It is the combination of physical and design elements that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street use.

What Can Traffic Calming do for Residents of Vineyard?

Speeding and other unsafe driving practices on residential roadways have become an increasing concern to Vineyard residents as well as government agencies charged with ensuring traffic safety and neighborhood livability.

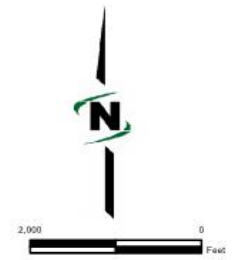
Our roadways are not just for cars. In neighborhoods that lack sidewalks, the roadways are used for other activities such as walking, running, and bicycling. Traffic calming measures encourage automobile drivers to operate with consideration for the safety of other individuals using the roadway. Traffic calming measures can reduce excessive speed, noise, and numerous other impacts, which in turn improve the quality of the neighborhood. Some communities have observed secondary benefits from safe attractive streets, including community interaction through social activities, and promoting safety through increased usage of alternative transportation modes (e.g. walking, running, and bicycling).

Application of Traffic Calming Devices

Traffic calming can help reduce some of the effects of undesirable motor vehicle traffic on neighborhood streets. In order to achieve these outcomes, it is important that the appropriate traffic calming measures be implemented for the identified problem. It is also important that this occur on the correct classification of street. The hierarchical classification of streets includes arterials, major collectors, minor collectors, and local streets. See Figure 1-1 for Vineyard Roadway Classification Map

Traffic calming measures available for use on arterials and major collectors include roundabouts, center median islands and geometric redesign of the roadway. These measures are utilized to mitigate traffic speeds while maintaining traffic flow & volume, and maintaining the intended purposes of these types of roads to handle larger volumes of traffic. Similarly, traffic calming devices on minor collectors are cautiously implemented. A wider variety of traffic calming methods is available for implementation on lower volume roads and streets, including local streets.

Figure 1-1 (Page 2) identifies the arterials, collectors and local streets in Vineyard.



- TRANSPORTATION**
- VINEYARD CONNECTOR
 - ARTERIAL**
 - EXISTING
 - FUTURE
 - COLLECTOR**
 - EXISTING
 - FUTURE
 - RECONSTRUCT
 - LOCAL**
 - EXISTING
 - FUTURE
 - X GRADE-SEPARATED RR CROSSING
 - O ROUNDABOUTS
 - H FRONTRUNNER INTERMODAL HUB
 - TRAILS**
 - DEDICATED EXISTING
 - DEDICATED FUTURE
 - ON STREET EXISTING
 - ON STREET FUTURE

TOWN OF VINEYARD

ROADWAY PLAN



ADOPTED NOV 2008
UPDATED FEB 2013

Section 2 – Traffic Calming Measures

This section provides an overview of common traffic calming measures. Traffic calming is based on engineering principles, but the application is not always routine or straight forward. What works in one neighborhood might not work in another.

When indicated by the policy stated in Section 4 of this document, if a study is warranted, the city engineer conducts a traffic study intended to gather data and metrics related to the traffic flow on the subject street(s). This data helps determine whether a problem exists and to what extent by comparing, among other data, average speeds, traffic count and cycles of traffic flow during the day. This data also informs the engineer about possible traffic calming measures that may be warranted.

Options for traffic calming are described in the pages that follow. Neighborhood feedback is sought in considering options as described in the process set forth in the policy in Section 4. While citizen feedback is a critical to assist the city council in identifying the best solutions, it is ultimately a decision that is made by the council in collaboration with the city engineer.

It should be noted that every street in the city may have traffic violations at some point. If there are periodic violations, increased enforcement may be adequate to resolve the problem. Before any traffic calming measure will be considered a reasonable short-term increase in police enforcement should be carried out to see if the problem can be resolved. Police enforcement can be performed by the use of patrol officers monitoring traffic speeds, or the use of speed monitoring signs.

If traffic violations involve a large percentage of vehicles, there may be some roadway design issues that need to be addressed. The procedures from this traffic calming implementation program will help identify those problems. Each neighborhood is unique and there is no single solution to fit all traffic calming problems, but with support, sustainable and safe traffic calming solutions can be developed for the entire community. Table 2-1 (Page 4) lists the different types of traffic calming devices and the pros and cons associated with each. Visual examples of each solution as well as more detailed information involving implementation is found in the appendix.

General Objectives of Traffic Calming Measures

- To improve safety for all users of the streets
- To recognize the right of the public to use the street
- To promote safe and pleasant conditions for motorists, bicyclists, pedestrians, and residents by reducing vehicular speeds
- To maintain the environment and livability of neighboring streets

Table 2-1 – Types of Traffic Calming Devices

Traffic Calming Measure	Pros	Cons
Rumble Strips <i>Approx. cost: \$1.50 per linear foot</i>	<ul style="list-style-type: none"> Slows vehicle traffic Effective alarm for motorists leaving the roadway Increases pedestrian safety 	<ul style="list-style-type: none"> Noise pollution is intrusive in neighborhoods Increases roadway maintenance cost
Striping <i>Approx. cost: \$5 per linear foot</i>	<ul style="list-style-type: none"> Minimal emergency response problems Gives the appearance of space restriction resulting in reduction of speed Less Expensive 	<ul style="list-style-type: none"> Speed reduction is optional Only effective on wider local roads Can make local road look like a minor collector road
Curb Wall <i>Approx. cost: \$50 per linear foot</i>	<ul style="list-style-type: none"> Forces vehicles to remain in lane during turns Slows turning vehicles 	<ul style="list-style-type: none"> Can impede snow plowing Can impede truck traffic and emergency vehicles when not designed correctly Limited applicability
Center Island <i>Approx. cost: \$ 175 per linear foot</i>	<ul style="list-style-type: none"> Forces vehicles to remain in lane during turns Slows turning vehicles 	<ul style="list-style-type: none"> Can impede snow plowing Can impede truck traffic and emergency vehicles when not designed correctly
Electronic Speed Monitors <i>Approx. cost: \$2,500</i>	<ul style="list-style-type: none"> Slows vehicle traffic Efficient use of police time Cost effective 	<ul style="list-style-type: none"> Effectiveness may decrease with time Speed reduction is optional
Speed Table / Speed Humps or Bumps <i>Approx. cost: \$10,000 / \$4,500 each</i>	<ul style="list-style-type: none"> Reduces speed No parking removal No bicycle restrictions May facilitate pedestrian crossings 	<ul style="list-style-type: none"> Excessive acceleration and deceleration Air and noise pollution Slows emergency vehicles Gradual ramping may not be sufficient as a speed deterrent
Island Diverter <i>Approx. cost: \$ 4,500 each</i>	<ul style="list-style-type: none"> Forces vehicles to remain in lane during turns Slows turning vehicles Provides pedestrians with refuge when crossing 	<ul style="list-style-type: none"> Can impede snow plowing Can impede truck traffic and emergency vehicles when not designed correctly Limited applicability
Neckdown or Choker <i>Approx. cost: \$7,000 – \$10,000 each</i>	<ul style="list-style-type: none"> Reduces speed Minimal emergency response problems Constant traffic speeds Visually attractive 	<ul style="list-style-type: none"> More expensive Loss of parking Maintenance if landscaped
Chicane <i>Approx. cost: \$ 13,500 per pair</i>	<ul style="list-style-type: none"> Reduces speed Minimal emergency response problems Constant traffic speeds Visually attractive 	<ul style="list-style-type: none"> More expensive Loss of parking Maintenance if landscaped
Traffic Circle <i>Approx. cost: \$25000 - \$30,000 each</i>	<ul style="list-style-type: none"> Reduces speed Improves left hand turn safety issues Visually attractive Constant traffic speeds 	<ul style="list-style-type: none"> Can restrict large vehicles if landscaped Can cause bicycle/motorist conflicts at intersection Can be confusing for some drivers Maintenance if landscaped Requires larger intersections to be effective
Combined Measures <i>Approx. cost: varies</i>	<ul style="list-style-type: none"> Design to specific needs 	<ul style="list-style-type: none"> May be confusing for some drivers
Realigned Intersection <i>Approx. cost: \$45,000 – \$60,000 each</i>	<ul style="list-style-type: none"> Reduces speed Improves left hand turn safety issues Visually attractive Constant traffic speeds 	<ul style="list-style-type: none"> Can restrict large vehicles if landscaped Can cause bicycle/motorist conflicts at intersection Can be confusing for some drivers Maintenance if landscaped

Section 3 – Route Modification

In contrast to traditional traffic calming methods which attempt to modify driver behavior, the traffic calming measures in this section attempt to alter the routes available to traffic flow. Route modification is considered a drastic measure where a severe traffic problem exists under the most egregious circumstances. Only after extensive review and approval from the city engineer can route modification be considered. The main goal of route modification is to redirect/reduce traffic volumes. Route modification is an attempt to change traffic flow on the street network while more conventional traffic calming measures attempt to alter driver behavior.

Half Street Closures

This measure is used to reduce traffic volumes by blocking travel in one direction on streets that usually permit travel in both directions. Half closures may be implemented at both intersections and midblock locations. These closures however, tend to be less effective than full closures due to the fact that motorists are more likely to violate the closures since it may only extend a short distance.



Full Street Closures

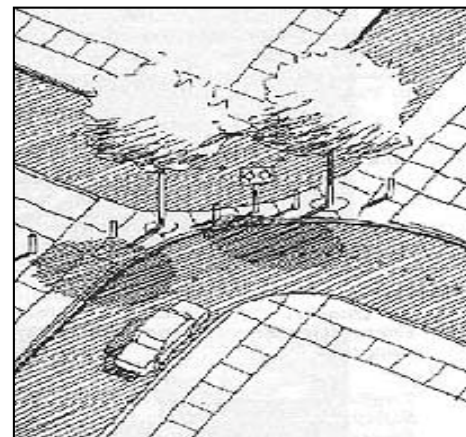
A full street closure completely closes the street to through traffic and is primarily used to eliminate excessive traffic beyond the capacity of the road design. If a full street closure is necessary, a variety of measures could be used, such as islands, walls, gates, or side-by-side bollards. A full street closure is not in the best interest of the community at large. Vineyard believes that connectivity between neighborhoods is essential to preserving the community atmosphere.



Some of the main concerns associated with street closures are an increase in emergency response time, a decrease in the capacity of the roadway, elimination of connectivity of roadways, and the diversion of traffic to other routes thus potentially not solving the problem but rather moving the problem to another street. Full or partial street closures are a drastic measure that would rarely be considered unless severe safety factors demand a closure.

Diagonal Diverters and Median Barriers

Diagonal diverters are placed across an intersection in order to block the through movements of traffic. Median barriers are positioned at an intersection to impede the through movement from cross street traffic. By impeding the through movements, these routes become less attractive, and therefore, the traffic volume on these roads is reduced. The main concern with these types of traffic calming measures is the potential for increased volume on parallel streets and the elimination of important connectivity.



Diagonal Diverter

SECTION 4 – TRAFFIC CALMING POLICY

Overview

Vineyard has developed a traffic calming implementation procedure that is designed to help city residents understand the process that may be initiated when a traffic complaint is made to the city.

An application for the assessment of traffic conditions is included at the end of this section. When filling out the application, a number of initial conditions must be met to help facilitate possible traffic calming implementation procedures. Traffic calming can impact the entire community, but more particularly the street on which the traffic calming is implemented. While it is the role of the city to consider traffic calming on a global scale as it may impact the entire community both immediately around the implemented measure and by other users of the affected street, no application will be considered without first obtaining local support. 75% of the area affected by the traffic calming problem must express support of a study for the city to study the issue and consider alternative traffic calming measures.

To facilitate communications, the application requires the designation of a citizen committee to speak on behalf of the affected neighborhood. It is the responsibility of the applicants to define the problem and the immediate households that might be affected by the implementation of traffic calming solutions. This may be just people living on the specified street but may also include side streets to the specified street. Upon review of the application, the city may require that the proposed area boundaries be altered based on the recommendation of staff and/or engineering.

Once an application has been properly filed with the city, the city engineer will review the application and designate the issue as requiring either a minor assessment or a major assessment. Minor traffic assessments indicate problems that can be solved through routine public works operations and do not warrant a significant expenditure of the city budget. These may include items such as striping and traffic control signs. Major assessments are traffic problems that merit an in-depth traffic study. These problems may warrant significant changes to neighborhood aesthetics and geometric design of the roadway and may call for a more significant expenditure of the city budget. Sometimes measures taken in response to a minor assessment may prove unproductive and warrant consideration as a major assessment. Every traffic situation has its own circumstances and will be evaluated on its own merits as determined by the city engineer and the city council. Traffic problems considered as minor will enter the rapid response process, and major assessment problems will follow the study-based procedure as outlined in the flow chart shown in the appendix.

Minor Assessments

Traffic problems assessed as minor will be addressed relatively quickly. The process may involve the neighborhood, city staff, and the city engineer. The engineer will perform an on-site inspection of the problem area, make an assessment of the situation, and present options for consideration by staff and the neighborhood representatives named on the application. It is the duty of the neighborhood committee representatives to inform their neighbors of options. A neighborhood meeting may be held with city staff and engineer at the request of the neighborhood committee at which options are explained and efforts made to obtain a consensus for proceeding with specific traffic calming measures. The city engineer and staff must approve any traffic calming plan.

Major Assessments

Traffic problems that are assessed as major will undergo a study based response. The process is lengthier than the more timely response to a minor assessment and will require a traffic study and presentation to the city council. The study is initiated by the city engineer performing an onsite inspection and gathering traffic data to determine the existing traffic conditions, including average daily traffic volumes, 85th percentile speed counts, geometric design of the roadway and external factors that impact traffic flow. Accident history of the study area will be considered as will the cost to implement any traffic calming devices. A

written assessment of options will be presented first to the city council for initial review and feedback. Subsequently, the plans as approved by the Council will be presented to the citizen committee identified in the application. The city engineer and city council must approve any traffic calming plan. Once the city and residents arrive at a solution to the traffic problem and a traffic calming plan has been prepared, the responsibility falls to the citizen committee to obtain support signatures from 75 % of the property owners in the affected area. Once that condition has been met, the city will schedule the traffic calming project into the work plan and budget.

Implementation

A flow chart is included at the end of this section outlining the traffic calming process from identification to implementation. Particular attention should be paid to the implementation process to ensure that each step is followed. This procedure promotes citizen involvement, which can translate into a greater acceptance by those individuals affected in the project vicinity. Through this process, the city council can also more objectively evaluate whether traffic calming should be applied to a particular location and can prioritize potential projects.

Traffic Calming Procedure Summary

1. Residents identify traffic problem
2. Residents fill out preliminary assessment application (included in this manual on page 29) and meet initial conditions, including:
 - a. Identify traffic problem and clearly define neighborhood area affected by problem.
 - b. Name a two to three person citizen committee to act as official spokespersons with the city.
 - c. Ensure 75% of residents living in the “Affected Neighborhood” sign application in support.
 - d. File with Vineyard Public Works Director
3. Application is reviewed by city staff
 - a. Staff will evaluate whether defined affected area is broadly enough defined.
 - b. Staff will validate that adequate signatures have been obtained to support the application.
 - c. Staff will complete their review within 30 days.
 - d. Staff will place temporary signs in the study area, informing the public that the area is being studied for the purpose of traffic calming.
4. City engineer does initial research and classifies traffic issue as a minor or major assessment
 - a. City engineer performs an onsite inspection of the affected area.
 - b. City engineer may gather initial data to assist in the determination of whether the area warrants a major or minor assessment.
5. If minor assessment –
 - a. Initial response may be to increase traffic enforcement for a period of time prior to considering implementation of other methods.
 - b. City engineer will provide a written assessment of options for the city staff to consider.
 - c. Upon evaluation by the city staff and involvement of the city council if staff deems it appropriate or necessary, the written assessment is revised.
 - d. The final assessment is then reviewed with the citizen committee identified in the original application.
 - e. This process can take 6-12 months to implement.
 - f. The city engineer and staff must approve any traffic calming plan.
6. If major classification –
 - a. City engineer will determine the appropriate scope of a traffic study to conduct and implement the study. The nature of the study will be discussed with and disclosed to the citizen committee listed on the application.
 - b. Once data collection has ceased, law enforcement will implement increased patrols in the area in an attempt to deter the inappropriate driving behaviors.

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 - e. The city council and staff will work with the citizens committee to properly present the information to the affected neighborhood and hold meetings to discuss the options in an effort to obtain consensus for a solution.
 - f. Ultimately, any approved solution must also be approved by 75% of the affected neighborhood prior to implementation.
7. Project will be prioritized by staff and city council and the city will schedule the traffic calming project into the work plan and budget.
8. City implements Traffic Calming Solution.



Vineyard | 240 East Gammon Rd | 801.226.1929

Application for Preliminary Assessment of Traffic Conditions

Briefly describe the type of traffic problem(s) and any observations made by residents			
Have you contacted law enforcement to request additional enforcement in the affected neighborhood?			
Yes		No	
Comment			
Have you reviewed Chapter 2? What traffic calming measures would you find effective?			
Priority #1			
Priority #2			
Priority #3			
Priority #4			
Describe any pedestrian related safety issues in the affected neighborhood. (ie lack of sidewalk, narrow street, etc)			

Vineyard | 240 East Gammon Rd | 801.226.1929

Application for Preliminary Assessment of Traffic Conditions

[illegible]

Vineyard | 240 East Gammon Rd | 801.226.1929

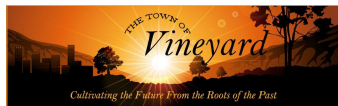
Application for Preliminary Assessment of Traffic Conditions

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Vineyard | 240 East Gammon Rd | 801.226.1929

Application for Preliminary Assessment of Traffic Conditions

[illegible]



Vineyard | 240 East Gammon Rd | 801.226.1929

Application for Preliminary Assessment of Traffic Conditions

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Traffic Circle <i>Approx. cost: \$25000 - \$30,000 each</i>	<ul style="list-style-type: none"> Reduces speed Improves left hand turn safety issues Visually attractive Constant traffic speeds 	<ul style="list-style-type: none"> Can restrict large vehicles if landscaped Can cause bicycle/motorist conflicts at intersection Can be confusing for some drivers Maintenance if landscaped Requires larger intersections to be effective
Combined Measures <i>Approx. cost: varies</i>	<ul style="list-style-type: none"> Design to specific needs 	<ul style="list-style-type: none"> May be confusing for some drivers



Vineyard | 240 East Gammon Rd | 801.226.1929

Application for Preliminary Assessment of Traffic Conditions

Realigned Intersection <i>Approx. cost: \$45,000 – \$60,000 each</i>	<ul style="list-style-type: none">• Reduces speed• Improves left hand turn safety issues• Visually attractive• Constant traffic speeds	<ul style="list-style-type: none">• Can restrict large vehicles if landscaped• Can cause bicycle/motorist conflicts at intersection• Can be confusing for some drivers• Maintenance if landscaped
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September 22, 2015
Folder: 2463-28

Mayor Randy Farnworth
Town of Vineyard
240 East Gammon Road
Vineyard, UT 84058

Dear Mayor Farnworth:

This letter confirms the revisions to the proposed property exchange and relocation of track agreement between Union Pacific Railroad Company ("UP") and the Town of Vineyard ("Town") discussed in a telephone conversation on September 18, 2015.

As previously discussed, UP shall cease operations on that portion of its Provo Lead from 1600 North to Center Street along Geneva Road and convey the underlying property to the Town. The Town shall pay the cost of the design and construction to relocate this portion of the Provo Lead ("Relocated Lead").

On August 18, 2015, UP presented a proposal for the Town to pay a total of \$16,237,422 for the property and Relocated Lead. In a telephone call on September 18, 2015, UP agreed to a lower compensation for the UP land and to assume the cost of the land to be purchased from Anderson Geneva ("AG") for the Relocated Lead. This will create a cost savings to the Town of almost \$1.6 million.

The terms of the original and new proposals are outlined as follows:

	<u>Original</u>	<u>New</u>
Vineyard Compensation to UP for land	\$ 7,000,000	\$6,760,000
Vinyard purchase of land from AG	\$ 1,340,000	Paid by UP
Loss of Track Capacity	\$ 143,000	\$ 143,000
Dirt work - estimate	\$ 1,000,000	\$ 1,000,000
Mountain States track construction	\$ 4,399,095	\$ 4,399,095
UP track & signal construction- estimate	<u>\$ 2,355,327</u>	<u>\$ 2,355,327</u>
Total Cost to Vineyard	\$16,237,422*	\$14,657,422*

*This does not include the cost to Vineyard of providing an easement to serve Geneva Nitrogen or an easement from UDOT needed to connect the Relocated Lead to the Provo Lead on the east end.

Upon approval, by the Town Council, UP will present these terms to Senior Management for approval. The Town and UP will then enter in a Property Exchange Agreement.

Please confirm approval by the Town Council by signing below. If you should have any questions, please contact Sue Hronek at (402) 544-8645.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris D. Bell", with a long horizontal flourish extending to the right.

General Director - Real Estate

Agreed and Accepted:
TOWN OF VINEYARD

Mayor Randy Farnworth

Date: _____